



ARTIFAX SOFTWARE LIMITED

STANDARD TERMS AND CONDITIONS

1. Applicability

These standard terms and conditions must be read alongside the Quote which together form an Agreement for Artifax to provide certain Services to the Customer. A legally binding contract, expressly incorporating this document, is formed only once the Customer confirms its Acceptance of the Quote. By accepting the Quote, you are creating a legally binding contract to which the terms of this Agreement apply. Where, as a result of any successful Tender any Additional Terms and Conditions are to apply to the Agreement, this shall be specified in the Quote.

Subject to the limitations of applicable law, Artifax may update and change any part of this Agreement. If Artifax updates or changes this Agreement, the updated Agreement will be posted at <https://artifax.com/terms-and-conditions-na/>. The updated Agreement will become effective and binding on the next business day after it is posted. The Customer is obliged to review the Agreement periodically. Use of the Services after a change of these terms has come into force constitutes acceptance of such changed terms unless the terms are materially changed to the detriment of the Customer.

2. Definitions

The following definitions apply to the Agreement:

Acceptance and Accepted: where a Quote is signed and dated by both Parties or where a Quote is accepted online by the Customer.

Additional Terms and Conditions: any additional terms and conditions that shall be deemed expressly incorporated to the Agreement, as detailed in the Quote.

Agreement: the agreement between Artifax and the Customer for the provision of the Services, comprising this document and the Quote and any variation to it (in accordance with clause 18.4).

Artifax: Artifax Software Limited, a company registered in England and Wales, with company

number 2007321 and registered office at 5th Floor, 167-169 Great Portland Street, London, W1W 5PF.

ArtifaxCloud: the hosting environment managed and supported by Artifax.

Authorized Users: those employees, agents and independent contractors of the Customer who are authorized by the Customer (whether as named or concurrent users) to use the Services and the Documentation, as outlined in the Quote.

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 14.6 or clause 14.7.

Customer: has the meaning given in the Quote and includes the Customer's director(s), partner(s) and other authorized signatories.

Customer Data: any data inputted by the Customer, Authorized Users, or Artifax on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: the documentation made available to the Customer by Artifax from time to time which sets out instructions for the Software and/or any Services.

Effective Date: the date the Quote is Accepted.

Expenses: includes any expenses and disbursements reasonably incurred by Artifax in connection with the Agreement including, without limitation, the travel and subsistence costs of any of Artifax's directors, employees, consultants, contractors or other persons appointed by Artifax.

Fees: the Subscription Fees plus any Professional Services Fees plus any related Expenses.

Installation Date: means the date given in the Quote (or the date otherwise agreed in writing between the Parties following the Effective Date), on which installation and initial setup of the Customer's access to the Software shall be carried out On-Premises.

Marketing and Promotional Materials: means, but is not limited to, case studies,

testimonials, videos, website publications, social media posts, press releases, digital advertising, client lists and any other materials or media concerning Artifax's business relationship with the Customer.

Normal Support Hours: 9:00am to 5:00pm EST time, each day other than a Saturday, Sunday or public holiday in the US.

On-Premises: at the Customer's or other nominated premises.

Parties: the Customer and Artifax. The parties may individually be referred to herein as a "Party" and collectively as the "Parties".

Professional Services: means Services offered to the Customer other than hosting, software, maintenance and support, including, without limitation, consultancy, training, project management, business analysis, installation, custom development, custom report writing and database customizations.

Professional Services Fees: the fees payable by the Customer to Artifax for the provision of any Professional Services detailed in the Quote.

Provisioning Date: means the date following the Effective Date and prior to the Subscription Term Start Date on which the Software will be provisioned within ArtifaxCloud.

Quote: the quote or order specification sent to the Customer by email or otherwise detailing the Services, the Fees, the number and type of User Subscriptions and such other information as is relevant to the Agreement.

Services: means any services to be provided by Artifax to the Customer under the Agreement (including, without limitation, consultancy, training, project management, business analysis, installation, custom development, custom report writing, database customizations, maintenance, support, software, hosting, configuration of the Customer's access to the Software, general services passports and/or any other services) as detailed in the Quote, as applicable given the context in which the term Services is used.

Software: ArtifaxEvent, ArtifaxAgora, any related application programming interfaces, and any other software applications, modules or plugins provided by Artifax from time to time.

Standard Usage Patterns: the average usage of the Services by the Customer over any

consecutive three-month period.

Subscription Fees: the fees payable by the Customer to Artifax for the User Subscriptions, as detailed in the Quote.

Subscription Minimum Term: as defined in the Quote.

Subscription Successive Term: each successive period of 12 months (or such other period of time as is defined in the Quote or otherwise agreed in writing between the Parties) following the end of the Subscription Minimum Term, starting on the Subscription Successive Term Start Date.

Subscription Successive Term Start Date: means the day following the last day of the Subscription Minimum Term or the then current Subscription Successive Term.

Subscription Term Start Date: the first day of the first full calendar month at least 14 calendar days following the Effective Date (or the date as specified in the Quote or otherwise agreed in writing between the Parties following the Effective Date).

Subscription Term: has the meaning given in clause 3.1 (being the Subscription Minimum Term together with any subsequent Subscription Successive Terms).

Support Services Policy: as attached at Appendix 1.

Unlimited User Subscription: a subscription model which does not restrict the number of users that can access the Software concurrently, for which the Subscription Fees are calculated based on the expected usage scope, established through various means including discussions with the Customer relating to the number of venues, the number of rooms and the expected number of users likely to be making regular use of the Software.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 4.1 which entitle Authorized Users to access and use the Services and the Documentation in accordance with the Agreement.

Virus: any device or thing (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device prevent, impair or otherwise adversely affect access to, or the operation of, any

program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise), or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

3. Term and installation

3.1 The Agreement shall commence on the Effective Date. The Subscription Term shall commence on the Subscription Term Start Date and, unless otherwise terminated as provided in clause 17, continue for the Subscription Minimum Term and, thereafter, the Agreement shall be automatically renewed for each Subscription Successive Term, unless:

- (a) either Party notifies the other Party of termination, in writing, at least 30 days before the end of the Subscription Minimum Term or then current Subscription Successive Term, in which case the Agreement shall terminate upon the expiry of the applicable Subscription Minimum Term or then current Subscription Successive Term, or
- (b) otherwise terminated in accordance with the provisions of the Agreement.

3.2 Where the Software is hosted by Artifax within ArtifaxCloud, the Software will be provisioned on the Provisioning Date. Once provisioned, access to the Software shall be available to the Customer on or before the Subscription Term Start Date. The Customer acknowledges that it may be unable to access the Software until the Subscription Term Start Date.

3.3 Where the Services include installation of the Software On-Premises, installation of the Software shall take place on the Installation Date. The Customer acknowledges that it may be unable to access the Software until installation and initial setup has been completed by Artifax. In addition, the Customer shall:

- (a) provide Artifax with all necessary information, facilities, support and services reasonably required by Artifax to carry out such Services including (without limitation and at no charge to Artifax) adequate office accommodation, a secure workspace, telephone services, direct or remote access to the applicable computers, software, hardware and systems, and
- (b) full access to the areas in the locations in which the Services are to be performed, and
- (c) take all reasonable steps to ensure the health and safety of Artifax's staff while they

are at the Customer's premises (or any premises under the Customer's control), and

- (d) ensure that the computers, hardware or software Artifax is asked to use, modify or install the Software on are owned by the Customer or legally licensed for use by the Customer.

The Customer acknowledges that Artifax shall not be responsible for any data losses suffered by the Customer whether as a result of Artifax carrying out the Services or the Customer's use of the Software, and Artifax provides no guarantee that any Software installed or configured on the Customer's own hardware will be bug or error free.

4. Billing, charges and payment

4.1 The Customer acknowledges and agrees that:

- (a) Professional Services Fees are payable in full upon production of an invoice by Artifax, and
- (b) Subscription Fees are payable in full upon production of an invoice by Artifax. Artifax may at its sole discretion permit the Customer to make monthly payments and, if so, may require such payments to be made by ACH debit or Fedwire, or other regular automated payment system, and
- (c) any invoices issued by Artifax relating to Expenses are payable in full upon presentation, and such invoices shall be prepared by Artifax as and when necessary, as deemed by Artifax at its sole discretion, and
- (d) if any particular invoice issued by Artifax does not specify payment terms, such payment shall fall due immediately upon the date of that invoice, unless agreed otherwise in writing by Artifax.

4.2 The Customer shall on the Effective Date:

- (a) provide to Artifax valid, up-to-date and complete payment information acceptable to Artifax, and any other relevant valid, up-to-date and complete contact and billing details, and
- (b) ensure Artifax is in possession of such payment information and any other relevant valid, up-to-date and complete contact and billing details throughout the Subscription Term.

4.3 Where the Customer provides:

- (a) ACH debit or credit card details to Artifax, the Customer hereby authorizes Artifax to take such payments or bill such credit card:
 - (i) on the Subscription Term Start Date, such Fees payable in respect of the Subscription Minimum Term in accordance with any payment terms outlined in the Quote or otherwise agreed in writing between the Parties, and
 - (ii) subject to clause 3.1, on each Subscription Successive Term Start Date, for the Fees payable in respect of the next Subscription Successive Term.
- (b) other approved payment information to Artifax, Artifax shall invoice the Customer:
 - (i) on or after the Effective Date for Fees payable in respect of the Subscription Minimum Term in accordance with any payment and/or invoice terms outlined in the Quote or otherwise agreed in writing between the Parties, and
 - (ii) subject to clause 3.1, at least 30 days prior to each next Subscription Successive Term Start Date, for such Fees payable in respect of each Subscription Successive Term.

The Customer shall pay each invoice on or before the due date specified on the invoice.

4.4 If Artifax has not received payment on or prior to the relevant due date, and without prejudice to any other rights and remedies of Artifax:

- (a) Artifax may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Artifax shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid, and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

- 4.5 All amounts and Fees stated or referred to in the Agreement:
- (a) shall be payable in the currency specified in the Quote, and
 - (b) are, subject to clause 4.3(b), non-cancellable and non-refundable, and
 - (c) are exclusive of Sales and/or Use Taxes, which, if applicable, shall be added to Artifax's invoice(s) at the appropriate rate.
- 4.6 The Customer's usage of the Software may be monitored during the course of the Subscription Term.
- 4.7 Where the number of User Subscriptions or the scope of the Services is changed after the Effective Date (including, where applicable, changes in usage relating to Unlimited User Subscription), Artifax shall be entitled to increase the total Fees due under the Agreement, including Fees payable in respect of additional User Subscriptions purchased pursuant to clause 6.3, and/or Fees payable in respect of additional Software pursuant to clause 6.6, and/or Fees payable in respect of additional Professional Services purchased pursuant to clause 6.9, and the Agreement shall be deemed varied accordingly.
- 4.8 The Customer acknowledges and agrees that the Fees have been calculated on the basis of the Customer's current and/or expected Standard Usage Patterns, established through various means including information discussed with the Customer. Where the Software is hosted by Artifax within ArtifaxCloud, if, in the reasonable opinion of Artifax, the Customer uses an excessive amount of data transfer (bandwidth) and/or excessive storage capacity in any single month then Artifax may, at its discretion:
- (a) Limit or "throttle" the bandwidth or capacity available to the Customer; and/or
 - (b) Charge the Customer the reasonable costs as a result of that excessive usage.
- 4.9 The Customer acknowledges and agrees that the Subscription Fees may be increased by Artifax at the start of each Subscription Successive Term, on the understanding that such increased Subscription Fees shall not exceed the then current list price for the same Services.
- 4.10 Where there are any increases in Subscription Fees prior to the commencement of any Subscription Successive Term, Artifax shall notify the Customer of such increases at least 30 days prior to the start of the next Subscription Successive Term by issuing an invoice or further Quote in respect of that Subscription Successive Term.

5. User Subscriptions

5.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 6.3 and clause 4.1, the restrictions set out in this clause 5 and the other terms and conditions of the Agreement, Artifax hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicenses, to permit the Authorized Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

5.2 In relation to the Authorized Users, the Customer undertakes that:

- (a) the maximum number of Authorized Users that it authorizes to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time, and
- (b) in relation to named User Subscriptions, it will not allow or suffer any named User Subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services and/or Documentation, and
- (c) in relation to concurrent or unlimited User Subscriptions, it will require each individual Authorized User to maintain the confidentiality of login and password details and not share or permit any third-party to use them without the Customer's prior consent, and
- (d) each Authorized User shall keep a secure password for his use of the Services and Documentation and that each Authorized User shall keep his password confidential, and
- (e) it shall maintain a written, up to date list of current Authorized Users and provide such list to Artifax within 5 Business Days of Artifax's written request at any time or times, and
- (f) it shall permit Artifax to audit the Services in order to establish the identity of each Authorized User. Such audit may be conducted no more than once per quarter, at Artifax's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business, and

- (g) if any of the audits referred to in clause 5.2(f) reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to Artifax's other rights, the Customer shall promptly disable such passwords and Artifax shall not issue any new passwords to any such individual, and
- (h) if any of the audits referred to in clause 5.2(f) reveal that the Customer has underpaid Fees to Artifax, then without prejudice to Artifax's other rights, the Customer shall pay to Artifax an amount equal to such underpayment as calculated in accordance with the prices set out in the Quote within 14 Business Days of the date of the relevant audit.

5.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, or that facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or is otherwise illegal or causes damage or injury to any person or property, and Artifax reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause 5.

5.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, and except to the extent expressly permitted under the Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means, or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, or
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation, or
- (c) use the Services and/or Documentation to provide services to third-parties, or

- (d) subject to clause 18.9, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third-party except the Authorized Users, or
- (e) attempt to obtain, or assist third-parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 5.

5.5 The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Artifax.

5.6 The rights provided under this clause 5 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

6. Additional User Subscriptions, Software and Professional Services

6.1 Subject to clause 6.2 and clause 6.3, the Customer may, from time to time during the Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Quote, and Artifax shall grant access to the Services and the Documentation to such additional Authorized Users in accordance with the provisions of the Agreement.

6.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Artifax in writing. Artifax shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request. Where Artifax approves the request, Artifax shall activate the additional User Subscriptions within 3 Business Days of its approval of the Customer's request.

6.3 If Artifax approves the Customer's request to purchase additional User Subscriptions, the Customer shall, on or before the due date specified on the invoice, pay to Artifax the relevant Fees for such additional User Subscriptions as set out in the Quote (or any additional Quote) which shall, once Accepted by the Customer, constitute a variation to the Agreement, in accordance with clause 18.4, and, if such additional User Subscriptions are purchased by the Customer part way through the Subscription Minimum Term or any Subscription Successive Term (as applicable), such fees shall be charged at the then current rate, and shall be pro-rated from the date of activation by Artifax for the remainder of the Subscription Minimum Term or then current Subscription Successive Term (as applicable), unless otherwise specified in the Quote (or any additional Quote), or otherwise agreed in writing by the Parties.

- 6.4 Subject to clause 6.5 and clause 6.6, the Customer may, from time to time during the Subscription Term, purchase additional Software.
- 6.5 If the Customer wishes to purchase additional Software, the Customer shall notify Artifax in writing. Artifax shall evaluate such request for additional Software and respond to the Customer with approval or rejection of the request.
- 6.6 If Artifax approves the Customer's request to purchase additional Software, the Customer shall, on or before the due date specified on the invoice, pay to Artifax the relevant Fees for such additional Software as set out in the Quote (or any additional Quote) which shall, once Accepted by the Customer, constitute a variation to the Agreement, in accordance with clause 18.4, and, if such additional Software is purchased by the Customer part way through the Subscription Minimum Term or any Subscription Successive Term (as applicable), such Fees shall be charged at the then current rate, and shall be pro-rated from the date of activation by Artifax for the remainder of the Subscription Minimum Term or then current Subscription Successive Term (as applicable), unless otherwise specified in the Quote (or any additional Quote), or otherwise agreed in writing by the Parties.
- 6.7 Subject to clause 6.8 and clause 6.9, the Customer may, from time to time during the Subscription Term, purchase additional Professional Services.
- 6.8 If the Customer wishes to purchase additional Professional Services, the Customer shall notify Artifax in writing. Artifax shall evaluate such request for additional Professional Services and respond to the Customer with approval or rejection of the request.
- 6.9 If Artifax approves the Customer's request to purchase additional Professional Services, the Customer shall, on or before the due date specified on the invoice, pay to Artifax the relevant Professional Services Fees for such additional Professional Services as set out in the Quote (or any additional Quote) which shall, once Accepted by the Customer, constitute a variation to the Agreement, in accordance with clause 18.4. Any additional Professional Services purchased by the Customer during the Subscription Term shall be charged at the then current rate, unless otherwise specified in the Quote (or any additional Quote), or otherwise agreed in writing by the Parties.

7. Services

- 7.1 Artifax shall, during the Subscription Term, in such manner as may be agreed from time to

time between the Parties, provide the Services and make available the Documentation to the Customer on and subject to the terms of the Agreement.

7.2 Where the Software is hosted within ArtifaxCloud, Artifax shall use commercially reasonable endeavors to maintain 99.9% uptime availability of the Software, excluding scheduled maintenance periods. If the ArtifaxCloud infrastructure is provided to Artifax by Amazon Web Services ("AWS") the Customer acknowledges and agrees that:

(a) Artifax is not responsible for any failure of AWS and the Customer is bound by, and shall comply with, any terms and conditions required by AWS (including under any agreement between Artifax and AWS) in connection with ArtifaxCloud). AWS's terms and conditions can be found at:

<https://aws.amazon.com/agreement/>

(b) Artifax reserves the right to use any third-party provider to host the Software.

7.3 Artifax will, as part of the Services, provide the Customer with Artifax's standard customer support services during Normal Support Hours in accordance with Artifax's Support Services Policy in effect at the time that the Services are provided. Artifax may amend the Support Services Policy at its sole and absolute discretion from time to time.

7.4 The Customer may from time-to-time request access to additional Services outside of those specified on the original Quote. Any such request must be made in writing, and will then be detailed on a separate Quote, which once Accepted by the Customer, shall be incorporated into the Agreement and shall constitute a variation to the Agreement in accordance with clause 18.4.

7.5 Where Artifax agrees to deliver Services to the Customer and such Services are incapable of being delivered through no fault of Artifax's, the Customer agrees to pay any cancellation fees to Artifax as may be detailed in a Quote.

7.6 The Customer acknowledges and agrees that, unless otherwise specified in the Quote or otherwise agreed in writing between the Parties, all purchased Professional Services must be used within 12 months of the date of invoice, and that any Professional Services Fees relating to unused Professional Services are non-refundable.

8. Data protection, privacy and security

Artifax shall be compliant with the applicable privacy rules, laws and regulations as may be amended from time to time, and as they relate to the Artifax's storage, access to, use of, confidentiality, security, management, trans-border data flow and protection of such Customer Data; it being understood however, that the Customer is the data controller and Artifax is the data processor as these terms are commonly defined by applicable law.

9. Customer Data

9.1 Artifax will not have any rights, title and interests in any Customer Data and the Customer shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

9.2 Artifax shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Artifax shall be for Artifax to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Artifax. Artifax shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third-party.

10. Third-party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third-parties via third-party websites and that it does so solely at its own risk. Artifax makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third-party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third-party, and not Artifax. Artifax recommends that the Customer refers to the third-party's website terms and conditions and privacy policy prior to using the relevant third-party website. Artifax does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

11. Artifax's obligations

11.1 Artifax undertakes that the Services will be performed with reasonable skill and care.

11.2 The undertaking at clause 11.1 shall not apply to the extent of any non-conformance which

is caused by use of the Services contrary to Artifax's instructions, or modification or alteration of the Services by any party other than Artifax or Artifax's duly authorized contractors or agents. If the Services do not conform with the foregoing undertaking, Artifax will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 11.1. Notwithstanding the foregoing, Artifax:

- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free, or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements, and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

11.3 The Agreement shall not prevent Artifax from entering into similar agreements with third-parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

11.4 Artifax warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under the Agreement.

12. Customer's obligations

The Customer shall:

- (a) provide Artifax with:
 - (i) all necessary co-operation in relation to the Agreement, and
 - (ii) all necessary access to such information as may be required by Artifax in order to provide the Services, including but not limited to Customer Data, security access information and configuration services, and
- (b) comply with all applicable laws and regulations with respect to its activities under the Agreement, and

- (c) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Artifax may adjust any agreed timetable or delivery schedule as reasonably necessary, and
- (d) ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of the Agreement and shall be responsible for any Authorized User's breach of the Agreement, and
- (e) obtain and shall maintain all necessary licenses, consents, and permissions necessary for Artifax, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services, and
- (f) ensure that its network and systems comply with the relevant specifications provided by Artifax from time to time, and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Artifax's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

13. Proprietary rights

- 13.1 The Customer acknowledges and agrees that Artifax and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.
- 13.2 Artifax confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.

14. Confidentiality

- 14.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under the Agreement. A Party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving Party, or
- (b) was in the other Party's lawful possession before the disclosure, or
- (c) is lawfully disclosed to the receiving Party by a third-party without restriction on disclosure, or
- (d) is independently developed by the receiving Party, which independent development can be shown by written evidence.

14.2 Subject to clause 14.4, the Parties shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third-party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

14.3 The Parties shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

14.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 14.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

14.5 Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third-party.

14.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Artifax's Confidential Information.

14.7 Artifax acknowledges that the Customer Data is the Confidential Information of the Customer.

14.8 The Customer hereby grants Artifax permission to use its name, and if applicable, logo and/or trademark ("Logo"), in Marketing and Promotional Materials that Artifax may disseminate to the public, third parties, distributors, clients and prospective clients, for the purpose of advertising products & services and/or facilitating potential business opportunities

("Marketing Purpose"). The Customer shall have the right to revoke such permission immediately upon written notice to Artifax.

14.8.1 Upon request, the Customer shall have the right to review the Marketing and Promotional Materials that reference its name or incorporates its Logo and shall have the right to veto its release or instruct its withdrawal, if it determines that such Marketing and Promotional Materials are not consistent with its editorial policy, accepted standards of decency or breaches any applicable law.

14.8.2 Where applicable, Artifax will use the Customer's Logo in compliance with the reasonable instructions or guidance provided by the Customer for the Marketing Purpose. Artifax's right to use the Logo may be revoked by the Customer upon notice at any time. Any other use of the Customer's Logo, save for the Marketing Purpose, is excluded.

14.9 The above provisions of this clause 14 shall survive termination of the Agreement, however arising.

15. Indemnity

15.1 The Customer shall defend, indemnify and hold harmless Artifax against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

- (a) the Customer is given prompt notice of any such claim, and
- (b) Artifax provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense, and
- (c) the Customer is given sole authority to defend or settle the claim.

15.2 In the defense or settlement of any claim, Artifax may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

15.3 In no event shall Artifax, its employees, agents and sub-contractors be liable to the Customer

to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than Artifax, or
- (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Artifax, or
- (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Artifax or any appropriate authority.

15.4 The foregoing and clause 16.3(b) state the Customer's sole and exclusive rights and remedies, and Artifax's (including Artifax's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

16. Limitation of liability

16.1 Except as expressly and specifically provided in the Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Artifax shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Artifax by the Customer in connection with the Services, or any actions taken by Artifax at the Customer's direction, and
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement, and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

16.2 Nothing in the Agreement excludes the liability of Artifax:

- (a) for death or personal injury caused by Artifax's negligence, or
- (b) for fraud or fraudulent misrepresentation.

16.3 Subject to clause 16.1 and clause 16.2:

- (a) Artifax shall not be liable whether in tort (including for negligence or breach of

statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under the Agreement, and

- (b) Artifax's total aggregate liability in contract (including in respect of the indemnity at clause 15), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

17. Termination

17.1 Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment, or
- (b) the other Party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so, or
- (c) the other Party becomes or is declared insolvent or bankrupt; or is the subject of any proceeding related to its liquidation or insolvency (whether voluntarily or involuntarily).

17.2 On termination of the Agreement for any reason:

- (a) all licenses granted under the Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services, and
- (b) each Party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other Party, and
- (c) Artifax may destroy or otherwise dispose of any of the Customer Data in its

possession unless Artifax receives, no later than 10 days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Artifax shall use reasonable commercial endeavors to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Artifax in returning or disposing of Customer Data, and

- (d) any outstanding Fees owed to Artifax by the Customer shall immediately be payable in full, including any annual Fees payable on a monthly basis by the Customer, and
- (e) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

18. General provisions

18.1 Interpretation. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality). Words in the singular shall include the plural and in the plural shall include the singular. A reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Agreement under that statute or statutory provision. Where something is required to be done 'in writing', that includes by email.

18.2 Force majeure. Artifax shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, network downtime or errors, the failure of any of Artifax's upwards infrastructure provider(s), data-center facility, transport, telecommunications network and alike, a failure of a utility service, or strikes, lock-outs or other industrial disputes (whether involving the workforce of Artifax or any other party) act of God, war, riot, civil

commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm, provided that the Customer is notified of such an event and its expected duration.

- 18.3 Conflict. If there is an inconsistency between any of the provisions in the main body of this document and the Quote, the provisions in the main body of this document shall prevail.
- 18.4 Variation. No variation of the Agreement shall be effective unless it is in writing and has been signed by both Parties (or their authorized representatives), or where the Customer has Accepted an additional Quote.
- 18.5 Waiver. No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.6 Rights and remedies. Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 18.7 Severance. If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 18.8 Entire agreement. The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.
- 18.9 Assignment. The Customer shall not, without the prior written consent of Artifax, assign, transfer, change in control, charge, sub-contract or deal in any other manner with all or any

of its rights or obligations under the Agreement. Artifax may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

- 18.10 No partnership or agency. Nothing in the Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.11 Third-party rights. The Agreement does not confer any rights on any person or party (other than the Parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.12 Notices. Any notice or other communication given to a Party under or in connection with the Agreement shall be by email, using the email addresses regularly used in communications between Artifax and the Customer. Such notices are deemed received one hour after the timestamp indicating the email was sent, provided that the email does not bounce back to the sender at any time within the following 72 hours. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 18.13 Governing law. The Agreement and any dispute, controversy, proceeding or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Appendix 1: Support Services Policy

- 1) Artifax shall provide support during Normal Support Hours. Support calls outside Normal Support Hours will be charged according to Artifax's standard scale of charges, as amended from time to time.
- 2) If the Customer at any time discovers any fault with the supported items it shall as soon as is reasonably practicable notify Artifax of the same.
- 3) Artifax shall use reasonable commercial endeavors to ensure that the fault is corrected within the category time scales referred to below using reasonable care and skill.

Category A: a fault which makes the support items (or any part thereof) unusable and which has a material effect upon the functionality, accuracy or performance of any function upon which the Customer relies for the efficient conduct of the relevant part of its business.

Artifax shall respond within 30 minutes and use reasonable endeavors to attempt to fix the fault concerned within four working hours, in each case of notification (but in the event that Artifax fails to achieve a four working hour fix, it will use its reasonable endeavors to achieve a fix as soon as possible thereafter). In providing a fix for Category A faults, Artifax's first priority shall be to restore the support item's functionality to working order as soon as possible.

Category B: a fault which is not Category A or Category C, i.e. faults that can be easily worked around which do not have a material effect upon the functionality, accuracy or performance of any function upon which the Customer relies for the efficient conduct of the relevant part of its business.

Artifax shall use reasonable endeavors to respond to the notification within one hour and to attempt to fix the fault concerned as fast as possible and in any event within 10 working days of notification (but in the event that Artifax fails to achieve a fix within this timescale, it will use reasonable endeavors to achieve a fix as soon as possible thereafter). In doing so Artifax shall not be required to work outside normal working hours

Category C: a minor cosmetic fault, which does not affect the accuracy or performance of the supported items and also questions about the setting up or use of the system.

Artifax shall respond to the notification within one hour and shall attempt to fix the fault within 6 months of notification (but in the event that Artifax fails to achieve a fix within this timescale, it will use reasonable endeavors to achieve a fix as soon as possible thereafter). In doing so Artifax shall not be required to work outside normal working hours.

- 4) The Customer acknowledges that Artifax may provide a temporary, practical work-around solution (as opposed to a permanent fix) for a fault; if Artifax does provide a temporary work-around solution it will however use its reasonable endeavors to provide a permanent fix as soon as possible thereafter.
- 5) Immediately following such a software fault correction being completed, Artifax shall deliver to the Customer the corrected version of the object code for the software, including documentation specifying the nature of the correction and providing instructions for the proper use of the corrected version of the software.